

THE BANK OF HAWAII LIMITED.

Incorporated Under the Laws of the Territory of Hawaii.

CAPITAL, SURPLUS AND PROFITS \$1,007,316.65

OFFICERS.

Charles M. Cooke.....President
P. C. Jones.....First Vice-President
F. W. Macfarlane.....2nd Vice-President
C. H. Cooke.....Cashier
C. H. Cooke, Jr.....Assistant Cashier
F. B. Damon.....Assistant Cashier
Zeno K. Myers.....Auditor

DIRECTORS: Chas. M. Cooke, P. C. Jones, F. W. Macfarlane, E. F. Bishop, E. D. Tenney, J. A. McCandless, C. H. Atherton, C. H. Cooke, F. B. Damon, F. C. Atherton.

COMMERCIAL AND SAVINGS DEPARTMENTS.

Strict attention given to all branches of Banking

JUDD BUILDING, - FORT STREET.

Claus Spreckels. Wm. G. Irwin.

Claus Spreckels & Co.

BANKERS

HONOLULU, H. T.

San Francisco Agents—The Nevada National Bank of San Francisco.

DRAW EXCHANGE ON

SAN FRANCISCO—The Nevada National Bank of San Francisco.

LONDON—Union of London & Smith's Bank, Ltd.

NEW YORK—American Exchange National Bank.

CHICAGO—Corn Exchange National Bank.

PARIS—Credit Lyonnais.

BERLIN—Dresdner Bank.

HONGKONG AND YOKOHAMA—The Hongkong and Shanghai Banking Corporation.

NEW ZEALAND AND AUSTRALIA—Bank of New Zealand, and Bank of Australasia.

VICTORIA AND VANCOUVER—Bank of British North America.

TRANSACT A GENERAL BANKING AND EXCHANGE BUSINESS.

Deposits Received, Loans Made on Approved Security, Commercial and Travellers' Credits Issued, Bills of Exchange Bought and Sold.

COLLECTIONS PROMPTLY ACCOUNTED FOR.

ESTABLISHED IN 1858.

BISHOP & CO. BANKERS

Commercial and Travellers' Letters of Credit issued on the Bank of California and The London Joint Stock Bank, Limited, London.

Correspondents for the American Express Company, and Thos. Cook & Son.

Interest allowed on term and Savings Bank Deposits.

THE YOKOHAMA SPECIE BANK Limited.

ESTABLISHED 1880.

Capital Subscribed.....Yen 24,000,000
Capital Paid Up.....21,000,000
Reserve Fund.....12,700,000

HEAD OFFICE, YOKOHAMA.

Branches and Agencies:

Honolulu, New York, San Francisco, London, Lyons, Bombay, Hongkong, Dalny, Newchwang, Leiyang, Peking, Hankow, Shanghai, Chefoo, Tientsin, Mukden, Antung, Haikou, Kobe, Nagasaki, Tokyo, Osaka.

The Bank buys and receives for Collection Bills of Exchange, Issue Drafts and Letters of Credit, and transacts a general banking business.

Honolulu Branch 67 King Street

BEAUTIFUL HAND-PAINTED HAWAIIAN SCENES

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Beretania Street near Emma.

Best Meal in Town CALIFORNIA RESTAURANT

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124 Sansome Street

SAN FRANCISCO, CALIF.

LANAI EXCHANGE DECLARES ILLEGAL

(Continued from Page One.)

It will also be observed upon an examination of the foregoing Sections that not only to the government presided over, selling public lands under lease but can not even lease them while there is an existing lease having more than two years to run. (Sec. 275, R. L.) Moreover, it will be further observed that Chapter 22, R. L., of which Sec. 276 is a part, was enacted in 1893 and designated "Land Act of 1893," which Act is clear and explicit in its terms. And that part thereof, now Sec. 275, R. L., is a limitation of the general powers contained in Sec. 252, R. L.

Now, regarding the proviso in Sec. 276. It is obvious, in the light of the foregoing examination, that the power of the Commissioner in the matter of an exchange, is limited to "public lands not under lease," the same as in sales for cash or part cash and part credit. The only office this proviso serves is that it dispenses with "an auction sale."

And, it would seem from the use of the phrase "an auction sale," that the Legislature regarded an exchange as a sale thus confining an exchange to the same character of public lands as mentioned in the preceding part of the section.

"The natural and appropriate office of the proviso being to restrict or qualify some preceding matter, it should be confined to what precedes it unless it clearly appears to have been intended to apply to some other matter." (There is nothing in the Section or the proviso itself that would indicate that the proviso was intended to apply to any public lands other than those not under lease. "It is to be construed in connection with the section of which it forms a part, and it is substantially an exception." (In the matter of an exchange "an auction sale" is excepted, i. e., an auction is not required.) "If it is a proviso to a particular section, it does not apply to other unless plainly intended." (Thus it would seem perfectly clear that the proviso in question does not apply to public lands under lease, which are covered by Sections 275-283.) "It should be construed with reference to the immediately preceding parts of the clause to which it is attached. The proper function of a proviso being to limit the language of the legislature, it will not be deemed intended from doubtful words to enlarge or extend the act or the provision on which it is engrafted. Where it follows and restricts an enacting clause general in its scope and language, it is to be strictly construed and limited to objects fairly within its terms."

Lewis' Stat. St. Const., Sec. 532.

In U. S. vs. Dickson, 15 Pet. 141, Mr. Justice Story said: "We are led to the general rule of law which has always prevailed and become consecrated almost as a maxim in the interpretation of statutes, that where the enacting clause is general in its language and objects, and a proviso is afterwards introduced, that proviso is construed strictly and takes no case out of its enacting clause which does not fall fairly within its terms." If then, in the light of the foregoing authorities, "the proviso is to be confined to what precedes it" and "it will not be deemed intended from doubtful words to enlarge or extend the act or provision on which it is engrafted," and "it is to be strictly construed and limited to objects fairly within its terms," the court must find that the proviso in question is limited to the subject matter of the statute upon which it is engrafted, that is, to "public lands not under lease in parcels of not over 1000 acres," and that it was not intended "to enlarge or extend" the act upon which it was engrafted so as to cover public lands under lease in parcels of over 47,000 acres, more than one-half of one of the islands of this archipelago. (If the proviso is to be "strictly construed and limited to objects fairly within its terms," how can the court hold that it extends to and covers public lands "under lease" and in areas of over 1000 acres each. The lands in question are not fairly or at all within the terms of the proviso. "The beneficial purpose," as well as the policy and spirit of the "Land Act of 1893," was to limit the transfer of any land in parcels of over 1000 acres. The same policy and spirit should pervade and control the proviso.

Can it be asserted with any show of reason, that a construction of the proviso allowing the exchange of over 47,000 acres of the public lands, and every foot of land owned by the Territory on one of our important islands, is in furtherance of the general beneficial purpose of the statute, which is to restrict the sale of public lands in parcels or not over 1000 acres each?

At the oral argument on the demurrer it was urged by the Attorney General that the bill did not show that the Commissioner threatened or intended to dispose of more than 1000 acres of these lands to any one person.

It appears from a certain official notice, which is made a part of the bill, that the Commissioner "is prepared to receive offers of other lands that are equal in value to those of Lanai, and of greater immediate service to the Territorial government, from any responsible person." Thus it clearly appears that offers of other lands in exchange for the entire area of 47,000 acres were to be received by the Commissioner "from any responsible person." And, upon such offers being found satisfactory to and accepted by the Commissioner, the 47,000 acres of public lands, "under lease," were to be conveyed to one man.

However, even though this may not be as it appears, and this vast area of public lands is not to be conveyed to one individual, still, as the area of each tract, which composes the land in question, exceeds the 1000-acre limit, this, as it would seem, refutes the idea of a

HOW ST. PAUL WITHSTOOD PETER

THE CATHOLIC EXPLANATION OF THIS FAMOUS CONTROVERSY GIVEN BY FATHER JAMES.

By Rev. Father James Delaney.

Did Paul acknowledge Peter as his superior when he withdrew from the "cave"? (Gal. II, 11-14).

This rebuke of St. Peter by St. Paul cannot logically be brought forward as an argument against the Primacy, unless it be first proved that it is always unlawful for an inferior to correct a superior. But this is not the teaching of Christianity. (Math. XVIII, 15). To reprehend one's superior in defense of justice and of truth, freely though with due deference to his authority, may sometimes be an imperative duty.

There are several instances in the history of the Church where only men and women, like St. Bernard, St. Thomas of Canterbury, and St. Calixtus of Siena, have rebuked Popes while fully acknowledging their authority.

St. Alphonsus thus answers this objection (Verita della Fede, p. III, c. vi): "As to the reproof of St. Peter by St. Paul, . . . some, as St. Jerome (Com. in Gal. II, 11) answer that this dispute was preconcerted purposely to tranquillize the Jews; but others, with St. Augustine (Ep. 82 a. 22) St. Cyprian (Ad. Quil., ep. 71), St. Gregory (Sup. Ezech. Hom. 15), St. Thomas (2. 2. 9. 22 a. 4 ad. 2), and St. Jerome himself (Adv. Pelag. lib. I, 1), when he afterwards retracted, say more commonly, and with greater probability, that these words were a real reprehension, but that there was no question of doctrine involved; viz. as to whether, under the Evangelical law, the legal observances of the Jews were to be still maintained. St. Peter was well aware that these observances were to be abolished; nay more, before this—when St. Paul brought tidings of what the converted Jews were doing at Antioch, and how they would have the Gentiles who believed to be circumcised. It was St. Peter who severely blamed such a pretension, saying: 'Now, therefore, why tempt you God, to put a yoke upon the neck of the disciples, which neither our fathers nor we have been able to bear.' (Acts XV, 10). But in this case the question was one only of a point of discipline and expediency: that is, whether or not it was then fitting and expedient to wholly abolish the Mosaic law. For though it was already dead, it had not yet become dead to those who observed it (Acts XV, 15), where St. Paul has Timothy circumcised. It was with good reason, however, that St. Paul afterwards blamed St. Peter when, from fear of displeasing the Jewish converts, he separated from the Gentiles, who did not observe the Mosaic law; for at that time it was of more importance not to shock the Gentile believers, who were many, than not to displease the Jew's converts, who were few in number, and ought to have had no reasonable grounds for scandal because the uncircumcised did not follow their customs."

Did not Pope Gregory the Great repudiate the title of "Universal Bishop?"

Pope Gregory tells us that he rejected the title because he took it to involve a claim of being one only Bishop (lib. V, ep. 21, ad. Const. Aug.). When John the Faster, Patriarch of Constantinople, proudly called himself "Ecumenical Bishop," Gregory, to rebuke him humbly called himself "the servant of the servants of God," (servus servorum Dei)—a title which has always been retained by his successors. He by no means denies his universal jurisdiction; for, with regard to Constantinople he writes: "As to what they say of the Church of Constantinople, who doubt that it is subject to the Apostolic See? This is constantly owned by the most pious Emperor, and by one brother the Bishop of that city." (lib. IX, ep. 12). And again: "It is evident to all acquainted with the gospel, that by our Lord's words the care of the whole Church was committed to St. Peter, Apostle, and prince of all the Apostles." John XXI, 17; Luke XXII, 32; Math. XVI, 17-19; (lib. V, ep. XX). Ryder Catholic Controversy.

transfer of 1000 acres or less to one person.

The name and area of each tract is as follows:

	Acres
Kamoku containing.....	8,291
Paomali.....	9,078
Maipani.....	7,900
Kalulu.....	6,000
Kaunolu.....	7,400
Kentia-Paawili.....	6,900
Kamoo.....	2,700

Total area.....47,669

Having reached the conclusion that the facts set forth in the bill are sufficient to warrant a decree for the relief prayed for, and that the complainant had the right to bring this suit, as well as the right to maintain the same, and that the proposed exchange of the public lands described in the bill for other lands is unlawful, illegal and unwarranted, the demurrer, therefore, is overruled.

The respondent, James W. Pratt, may have ten days within which to file such further or other answer or pleading to the bill as he may be advised, otherwise, the writ to be made permanent, January 12, 1907.

George D. Gear, attorney for complainant.

E. C. Peters, Attorney General and Fred. W. Milverton, Deputy Attorney General for the respondents.

Fine Job Printing, Star Office.

Foreign News By Cable

INDIANA THE FAIRBANKS.
WASHINGTON, D. C., January 12.—H. W. Fairbanks, first Indiana will sup-



Port Vice President Fairbanks for President.

SAN PEDRO LINE.

LOS ANGELES, January 12.—Arrangements are completing for a steamship line between San Pedro and Honolulu.

San Pedro is the port of Los Angeles and, since the partial completion of the Federal breakwater, has become capable of sustaining a large maritime trade.

MUST PAY ITS LOSSES.

HAMBURG, January 12.—The courts have decided that the North German Insurance Company is liable for its losses in the San Francisco fire.

LAWYERS SIDE WITH VATICAN.

ROME, January 12.—The lawyers of Italy are protesting against the anti-clerical reform measure before the Chamber of Deputies.

BISHOPS AGAINST LAW.

PARIS, January 12.—A Papal encyclical just issued constrains the Catholic bishops to continue their opposition to the separation law.

A MOROCCO SETTLEMENT.

ROME, January 12.—The difficulties between France, Germany and Morocco have been settled.

A STRICKEN COMMUNITY.

SCRANTON, Pa., January 12.—The epidemic of typhoid fever is waning here but an air of secret fever and diphtheria is threatened.

Makes You Well

A pain, an ache, a hopeless attitude of mind are signs of trouble. Find the real cause, locate the trouble.

Most likely your nerves. The health of the body centers in your nervous system. Feed and strengthen the nerves.

Paine's Celery Compound for over 19 years has made nervous men and women hearty, well and strong.

Read the formula and the statements of the medical authorities and you will understand just how and just why it is.

Paine's Celery Compound contains no alcohol, no cocaine, no opium, no harmful drugs of any nature. It has stood the test of generations.

BY AUTHORITY

SESSION OF THE LEGISLATURE.

In accordance with Section 41, of an Act of Congress entitled An Act to Provide a Government for the Territory of Hawaii, approved on April 30, A. D. 1900, the next Regular Session of the Legislature of the Territory of Hawaii will convene in Honolulu on February 20, 1907, the third Wednesday in February. Such session shall continue not longer than sixty days, excluding Sundays and holidays.

G. R. CARTER, Governor.

Executive Building, Honolulu, January 2, 1907.

Jan. 5, 12, 19, 26, Feb. 2, 9, 16.

SHERIFF'S SALE NOTICE.

Under and by virtue of a Writ of Execution issued by Wm. L. Whitney, District Magistrate of Honolulu, County of Oahu, Territory of Hawaii, on the 18th day of December, A. D. 1906, in the matter of J. Emmeluth, Plaintiff, vs. Elias Jones, Defendant, I did in said Honolulu, on the 25th day of December, A. D. 1906, levy upon and shall offer for sale and sell at public auction to the highest bidder, at the Police Station, Kalaheua Hale, in said Honolulu, at 12 o'clock noon of Monday, the 25th day of January, A. D. 1907, all the right, title and interest of the said Elias Jones, Defendant, in and to the following property, unless the sum of Three Hundred and Five and 45-100 (\$355.45) Dollars, that being the amount for which said Execution was issued, together with interest, costs and my fees and expenses are previously paid:

All these pieces of land described on

the map of Kalaheua Tract, Honolulu, and designated as Lots Nos. 11, 12 and 13, Block 18.

Terms: Cash, deed at the expense of purchaser.

Dated at Honolulu, December 20th, 1906.

J. S. KALAKUELA,
Deputy Sheriff of Honolulu, County of Oahu.

DIVIDEND NOTICE.

THE GERMAN SAVINGS AND LOAN SOCIETY.

328 California Street, San Francisco.

For the half year ending December 31, 1906, a dividend has been declared at the rate of three and six-tenths (3 6-10) per cent per annum on all deposits, free of taxes, payable on and after Wednesday, January 2, 1907. Dividends not called for are added to and bear the same rate of interest as the principal from January 1, 1907.

GEORGE TOWNY,
Secretary.

DIVIDEND NOTICE.

CALIFORNIA SAFE DEPOSIT AND TRUST CO.

Corner California and Montgomery Sts. San Francisco.

For the six months ending December 31, 1906, dividends have been declared on the deposits in the savings department of this company as follows: On term deposits at the rate of 3 1-2 per cent per annum, and on ordinary deposits at the rate of 3 1-2 per cent per annum, free of taxes, payable on and after Wednesday, January 2, 1907. The same rate of interest will be paid by our branch office, located at 1531 Divisadero Street, 527 Valencia street and 1740 Fillmore street, San Francisco.

J. DALZELL BROWN,
Manager.

NOTICE OF LOST CERTIFICATES.

Notice is hereby given that Certificate No. 1947 for 15 shares, and No. 999 for 10 shares, of the capital stock of the Wailua Agricultural Co., Ltd., standing on the books of said Company in the name of George Goodacre, also Certificate No. 4675 for 100 shares of the capital stock of the Ewa Plantation Company, standing on the books of said Company in the name of Jennie W. Center, have been lost, and transfer of the same on the books of said Company, has been stopped. All persons are warned against negotiating, purchasing, or dealing with the said certificates. Said shares are assignable only by endorsement of said certificates and by the surrender of the same and the issue of new certificates. No title will pass to the finder of said certificates. Said certificates, if found, should be delivered to the undersigned.

W. A. BOWEN,
Treasurer Wailua Agricultural Co. Ltd.
Treasurer Ewa Plantation Company.
Honolulu, December 26, 1906.

JAPANESE AND AMERICAN DRY GOODS.

Straw Hats Manufactured.

K. FUKURODA,
Hotel Street near Bethel.

A Little Chest

of simple home remedies will be found of great service in cases of illness where the services of a physician are not immediately necessary. We can supply you with such as you require.

BENSON, SMITH & CO., LIMITED

W. R. PATTERSON & CO.

General Contracting and Jobbing. Housepainting, Paperhanging, Graining, Kalsomining, Brick, Cement and Stone Work. Shop with White, the sign painter, 1165 Union street. Phone Main 324.

1907 CIGARS

Begin the new year right by smoking up-to-date tobacco in Adeline Patti, made in the most up-to-date factories. Acknowledged as the best of cigars all over the United States.

Rough Riders, a ten-cent cigar for five cents. Hawaiian cigars, better than ever before, made of Hawaiian and Havana blend.

Sold by—

Fitzpatrick Bros., CIGAR STORE.

Corner Hotel and Fort Sts.

Fine Job Printing, Star Office.

Ironing Shirts

The way in which we iron your shirt becomes is not as destructive as you may imagine. We simply place the bosom on a soft padded board and press against a steam-heated ironing plate, holding it there until dry and stiff. This method of ironing we think you will admit is even easier on the goods than hand work would be, for there is no rubbing or friction used whatever.

Hartman Steam Laundry is the only laundry in Honolulu with a machine to press shirt bosoms in the manner described above.

Merchant and Alakea Streets.

PHONE MAIN 484

JAPANESE LABOR BUREAU SATO & OZAWA

Japanese young man in store or office.

Plantation laborers furnished in any number at the shortest notice.

Families supplied with cooks, house boys and yard-boys.

Contracts Taken.

House work, window cleaning and gardening by hour, day or week.

Prices reasonable.

Phone White 2574.

River Street near Hotel.

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AND PICTURE FRAMES.

Neat and Handsome Designs made to order.

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QUEEN STREET DEALERS IN

Firewood, Stove.

Steam and Blacksmith

Coal

WHOLESALE AND RETAIL.

Special Attention Given to

DRAYING

ALSO WHITE AND BLACK SAND.

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GOOD Bread, the only HOME-MADE BREAD in town. All kinds of cakes our specialty. Wagon delivery through city.

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Clothes Neatly CLEANED AND PRESSED

Honolulu Clothes Cleaning Co.

Alakea St., near King. Phone Main 147

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Made to Order.

Upholstering and Repairing.

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